

## Changes to the Desjardins Payment Services Agreement

The new version of the Desjardins Payment Services Agreement will take effect on **July 1, 2019**. The Desjardins Payment Services Agreement has been revised to reflect changes imposed by payment networks and our current service offering. You will note that this agreement no longer refers to Accord D Desjardins financing services, which will henceforth be governed by a separate agreement as of **July 1, 2019**.

This table outlines the main changes being made and can help you as you read the agreement. However, you are still responsible for reading through the entire agreement and taking note of all changes made. If there is a discrepancy between this table and the agreement, the agreement prevails.

<i>Please note that several section numbers have been changed due to the removal of Section 4, DESJARDINS FINANCING SERVICE.</i>	
<b>Until June 30, 2019</b>	<b>From July 1, 2019</b>
DESJARDINS PAYMENT SERVICES AGREEMENT BETWEEN: THE FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC (THE "FEDERATION") AND THE MERCHANT AS INDICATED ON ITS DESJARDINS PAYMENT AND FINANCING SOLUTIONS APPLICATION FORM OR ON ANY OTHER DIGITALLY RECORDED DESJARDINS PAYMENT SERVICES APPLICATION (THE "MERCHANT"), DURING ITS INITIAL ENROLMENT IN ONE OR SEVERAL DESJARDINS PAYMENT SERVICES OR ANY SUBSEQUENT ENROLMENT THEREAFTER	DESJARDINS PAYMENT SERVICES AGREEMENT BETWEEN: THE FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC (THE "FEDERATION") AND THE MERCHANT AS INDICATED ON ITS DESJARDINS PAYMENT AND FINANCING SOLUTIONS APPLICATION FORM, AND ON ANY SUBSEQUENT APPLICATION FORM, WHEN REQUESTING ADDITIONAL DESJARDINS PAYMENT SERVICES (THE "MERCHANT").
<p><b>1. ACCEPTANCE OF USER TERMS AND CONDITIONS</b></p> <p>WHEN THE MERCHANT FIRST USES OR FIRST ALLOWS THE USE OF EACH OF THE DESJARDINS PAYMENT SERVICES THAT IT HAS APPLIED FOR ON ITS DESJARDINS PAYMENT SERVICES APPLICATION OR ON ANY SUBSEQUENT APPLICATION OR ANY OTHER DIGITALLY-RECORDED DESJARDINS PAYMENT SERVICES APPLICATION, IT AGREES AND UNDERTAKES TO COMPLY WITH EACH AND EVERY TERM AND CONDITION OF USE SET OUT IN THIS AGREEMENT AND GOVERNING EACH OF THE DESJARDINS PAYMENT SERVICES.</p> <p>The Merchant agrees that it shall not enter into any other agreement with a third party having the same goal or purpose as any of the Desjardins Payment Services governed by this Agreement that the Merchant selected either on its Desjardins payment and financing solutions Application Form or on any subsequent application or any other digitally-recorded application, except as authorized in writing by the Federation.</p> <p>Any Merchant associated with a banner, association or group that negotiated a specific and binding agreement with the Federation is asked to contact the franchisor, association or head office of the group to which it belongs to obtain a copy of that agreement and examine the terms and conditions thereof.</p>	<p><b>1. ACCEPTANCE OF USER TERMS AND CONDITIONS</b></p> <p>WHEN THE MERCHANT FIRST USES OR FIRST ALLOWS THE USE OF ONE OF THE DESJARDINS PAYMENT SERVICES THAT IT HAS APPLIED FOR ON ITS APPLICATION FORM OR ON ANY SUBSEQUENT APPLICATION FOR ANY DESJARDINS PAYMENT SERVICE, IT AGREES AND UNDERTAKES TO COMPLY WITH EACH AND EVERY TERM AND CONDITION OF USE SET OUT IN THIS AGREEMENT AND GOVERNING EACH OF THE DESJARDINS PAYMENT SERVICES.</p> <p>Subject to any written agreement to the contrary between the Federation and the Merchant, the Merchant agrees that it shall not enter into any other agreement with a third party having the same goal or purpose as any of the Desjardins Payment Services governed by this Agreement and that the Merchant selected on its Application Form, or on any subsequent application or on any other digitally recorded application.</p> <p>Any Merchant associated with a banner, association or group that negotiated a specific and binding agreement with the Federation is asked to contact the franchisor, association or head office of the group to which it belongs to obtain a copy of that agreement and examine the terms and conditions thereof.</p>
<p><b>2.3 "Additional Credit Card"</b> means any credit card the Federation may from time to time designate for which the Additional Credit Card Merchant Service is offered and which is, in the case of the Additional Credit Card Merchant Service, a credit card other than a Visa Credit Card or a Mastercard Credit Card;</p>	<p><b>2.3 "Additional Credit Card"</b> means any credit card the Federation may from time to time designate for which the Additional Credit Card Merchant Service is offered, and which is, in the case of the Additional Credit Card Merchant Service, a credit card other than a Visa Credit Card, or a Mastercard Credit Card or Private Label Card;</p>
<p><b>2.7 "Application Form"</b> means the Desjardins payment and financing solutions application form filled out by the Merchant when it, without limitation, applies for one or more Desjardins payment and financing services, subsequently adds a service, or applies for one or more Desjardins payment and financing services by means of a digitally-recorded application;</p>	<p><b>2.7 "Application Form"</b> means the Desjardins payment and financing solutions application form filled out by the Merchant, or that is filled out by Desjardins or one of its representatives upon the Merchant's request, when it, without limitation, applies for one or more Desjardins Payment Services, subsequently adds a service, or applies for one or more Desjardins Payment Services by means of a digitally recorded application;</p>

<b>2.11 "Chip Credit Card"</b> means a Credit Card with an integrated microchip. This chip may contain confidential information such as the Cardholder's account number and, where applicable, their PIN;	<b>2.11 "Chip Card"</b> means a Credit Card or a Debit Card with an integrated microchip. This chip may contain confidential information such as the Cardholder's account number and, where applicable, their PIN;
<b>2.13 "Contactless Credit Card"</b> means a Credit Card with an integrated circuit chip and an antenna in the body of the card allowing it to communicate with a terminal using radio waves;	<b>2.12 "Contactless Card"</b> means a Credit Card or a Debit Card with an integrated circuit chip and an antenna in the body of the card allowing it to communicate with a terminal using radio waves;
<b>2.15 "Credit Card"</b> means (i) a Visa Credit Card in the case of the Visa Merchant Service; (ii) a Mastercard Credit Card in the case of the Mastercard Merchant Service; and (iii) an Additional Credit Card in the case of the Additional Credit Card Merchant Service;	<b>2.15 "Credit Card"</b> means (i) a Visa Credit Card in the case of the Visa Merchant Service; (ii) a Mastercard Credit Card in the case of the Mastercard Merchant Service; and (iii) an Additional Credit Card in the case of the Additional Credit Card Merchant Service or (iv) a Private Label Credit Card;
<b>2.26 "Desjardins Credit Card"</b> means a Credit Card issued by the Federation;	<b>This section has been removed</b>
<b>2.17 "Deferred Equal Instalment Financing"</b> means the financing method that allows the Cardholder of a Desjardins Credit Card or a Private Label Credit Card to defer the payment of their purchase to a later date and, at the end of the set deferral period, to pay for their purchase through equal and consecutive payments under specific payment terms.	<b>This section has been removed</b>
<b>2.18 "Deferred Payment Financing"</b> means the financing method which allows the Cardholder of a Desjardins Credit Card or a Private Label Credit Card to defer the payment of their purchase to a later date under specific payment terms;	<b>This section has been removed</b>
<b>2.21 "Desjardins Financing Service"</b> means the financing service that allows the Merchant's customers to pay for their purchases using a Desjardins Credit Card or a Private Label Credit Card using one of four financing methods: Deferred Payment Financing, Equal Instalment Multiple Purchase Financing, Equal Instalment Financing and Deferred Equal Payment Financing;	<b>This section has been removed</b>
<b>2.24 "Desjardins Gift Card Programs"</b> means each of the gift card programs to which the Merchant has chosen to subscribe, the terms and conditions of which are set forth in Section 7;	<b>2.21 "Desjardins Gift Card Program"</b> means each of the gift card programs offered by Desjardins, whether directly or through a supplier, to which the Merchant has chosen to subscribe, the terms and conditions of which are set forth in Section 6;
<b>2.29 "Equal Instalment Multiple Purchase Financing"</b> means the financing method that allows the Cardholder of a Desjardins Credit Card or a Private Label Credit Card to make multiple purchases of goods or services throughout a period by deferring payment until the expiry of said period, after which payments are spread out in a specific number of instalments under specific payment terms;	<b>This section has been removed</b>
<b>2.30 "Equal Instalment Financing"</b> means the financing method that allows the Cardholder of a Desjardins Credit Card or of a Private Label Credit Card to distribute the price of their purchase into a number of equal instalments and under specific payment terms ;	<b>This section has been removed</b>
<b>2.36 "Magnetic Stripe Credit Card"</b> means a Credit Card or a Private Label Credit Card equipped with a thin flexible stripe, generally in plastic, one side of which is coated with a magnetic substance that serves as a recording medium for confidential information such as account numbers;	<b>2.30 "Magnetic Stripe Card"</b> means a Credit Card or a Debit Card equipped with a thin flexible stripe, generally in plastic, one side of which is coated with a magnetic substance that serves as a recording medium for confidential information such as account numbers;
<b>2.44 "Mobile Payment Solution"</b> means a service allowing the Merchant, through its smartphone or other device and a Mobile Keypad, to make available to its customers a mobile method of paying by Credit Card and Debit Card to purchase products or services;	<b>2.38 "Mobile Payment Solution"</b> means a service allowing the Merchant, through its smartphone or other smart device, with or without a Mobile Keypad, to make available to its customers a mobile method of paying by Credit Card and Debit Card to purchase products or services;
<b>2.53 "Transaction Not Read Electronically"</b> means any Transactions carried out where the Credit Card or private label credit card is not read electronically by the Terminal, including cases where the Credit Card, the private label card or the Cardholder is not present at the Place of Business (such as a telephone, mail or online order);	<b>2.54 "Transaction Not Read Electronically"</b> means any Transaction carried out where the Credit Card or Debit Card is not read electronically by the Terminal, including cases where the Credit Card, the Debit Card or the Cardholder is not present at the Place of Business (such as a telephone, mail or online order);
<b>2.56 "Terminal"</b> means a point of sale terminal, an Integrated POS terminal and/or a Mobile Keypad, namely one or more items of equipment consisting of, as the case may be, a magnetic stripe credit card reader, a chip credit card reader, a contactless credit card reader, an automated terminal, a monitor, a printer, a telephone and/or a PIN selector keypad linked to the Federation as stipulated in this Agreement, which device is required to use one or more Desjardins Payment Services at a Place of Business. This term includes the Merchant's Point of Sale Equipment, the Concentrator and the Payment Server;	<b>2.49 "Terminal"</b> means a point of sale terminal, an Integrated POS terminal and/or a Mobile Keypad, namely one or more items of equipment consisting of, as the case may be, a magnetic stripe card reader, a chip card reader, a contactless card reader, an automated terminal, a monitor, a printer, a telephone and/or a PIN selector keypad linked to the Federation as stipulated in this Agreement, which device is required to use one or more Desjardins Payment Services at a Place of Business. This term includes the Merchant's Point of Sale Equipment, the Concentrator and the Payment Server;
<b>3.5.1</b> Any claim or dispute by a Cardholder regarding a Credit Card Transaction or Private Label Credit Card Transaction evidenced by an Invoice must be settled directly by the Merchant and the Cardholder as set out in Section	<b>3.5.1</b> Any claim or dispute by a Cardholder regarding a Credit Card Transaction evidenced by an Invoice must be settled directly by the Merchant and the Cardholder as set out in Section 11.4 of this Agreement. However, if any refund/ discount or adjustment is

12.4 of this Agreement. However, if any refund/discount or adjustment is payable to the Cardholder by the Merchant, it must be made by way of a credit voucher issued to the Cardholder by the Merchant for the Credit Card Transaction or Private Label Credit Card Transaction.	payable to the Cardholder by the Merchant, it must be made by way of a credit voucher issued to the Cardholder by the Merchant for the Credit Card Transaction, and must be made in compliance with the Guides and Instructions.
<b>3.5.2</b> Section 3.5.1 survives the termination of this Agreement regardless of the reason for such termination.	<b>3.5.2</b> This section will remain in effect upon termination of this Agreement, regardless of the reason for such termination.
<b>4. DESJARDINS FINANCING SERVICE</b>	<b>Complete withdrawal of section 4</b>
<b>5. ONLINE PAYMENT SERVICE AND MOBILE PAYMENT SOLUTION</b>	<b>4. ONLINE PAYMENT SERVICE AND MOBILE PAYMENT SOLUTION</b>
<b>5.1 ONLINE PAYMENT – MERCHANT’S CHOICE</b> <b>5.1.1</b> If the merchant wishes to offer its customers online payment services, the merchant must obtain a Secure Payment Gateway from either a designated supplier or the Federation. The terms and conditions for the Secure Payment Gateway obtained from a designated supplier are provided in section 5.2 and the terms and conditions for the Secure Payment Gateway obtained from the Federation are provided in section 5.3.	<b>4.1 ONLINE PAYMENT – MERCHANT CHOICE</b> <b>4.1.1</b> If the Merchant wishes to offer its customers online payment services, the Merchant must obtain a Secure Payment Gateway from either a designated supplier or the Federation. The terms and conditions for the Secure Payment Gateway obtained from a designated supplier are provided in Subsection 4.2 and the terms and conditions for the Secure Payment Gateway obtained from the Federation are provided in Subsection 4.3.
<b>5.2.2.3</b> The Merchant shall be responsible for the authenticity of information transmissions received, and must take appropriate action to ensure that the total amounts of Credit Card Transactions or Private Label Credit Card Transactions are transmitted accurately.	<b>4.2.2.3</b> The Merchant shall be responsible for the authenticity of information transmissions received, and must take appropriate action to ensure that the total amounts of Credit Card Transactions and Debit Card Transactions are transmitted accurately.
<b>5.2.2.4</b> The Merchant acknowledges that the Federation may have access, either directly or through its authorized representatives or external auditors, to the Merchant’s electronic files to verify the Credit Card Transactions or the Private Label Credit Card Transactions that it has carried out.	<b>4.2.2.4</b> The Merchant acknowledges that the Federation may have access, either directly or through its authorized representatives or external auditors, to the Merchant’s electronic files to verify the Credit Card Transactions and Debit Card Transactions that it has carried out.
<b>5.2.2.7</b> If the Credit Card or Private Label Credit Card Transaction data are captured by the Merchant, the Merchant undertakes to comply with the security rules established and communicated by the Secure Payment Gateway supplier regarding the use of the Transaction Authentication Key, as well as with PCI DSS.	<b>4.2.2.7</b> If the Credit Card or Debit Card Transaction data are captured by the Merchant, the Merchant undertakes to comply with the security rules established and communicated by the Secure Payment Gateway supplier regarding the use of the Transaction Authentication Key, as well as with PCI DSS.
<b>5.3.2.2</b> The Federation agrees that any Credit Card Payments completed through the Secure Payment Gateway are secured and processed accurately and confidentially for the Merchant and its customers.	<b>4.3.2.2</b> The Federation agrees that any Credit Card Payments or Debit Card Payments completed through the Secure Payment Gateway are secured and processed accurately and confidentially for the Merchant and its customers.
<b>5.3.2.3</b> The Secure Payment Gateway shall enable the Merchant to receive online Payments using the following credit cards: Visa, Mastercard, American Express or any other card accepted by the Secure Payment Gateway and that the Federation permits the Merchant to accept (in Section 5, an “Authorized Credit Card”).	<b>4.3.2.3</b> The Secure Payment Gateway shall enable the Merchant to receive online Payments using Debit Cards, Visa Credit Cards, Mastercard Credit Cards, American Express Credit Cards, and any other Card accepted by the Secure Payment Gateway and that the Federation permits the Merchant to accept (in Section 4, an “Authorized Credit Card” or “Authorized Debit Card”, as applicable).
<b>5.3.2.4</b> The Federation shall provide the Merchant with appropriate reports on Credit Card Payments completed the previous day using the Secure Payment Gateway. These reports will be available through a report extraction function within the Control Panel.	<b>4.3.2.4</b> The Federation shall provide the Merchant with appropriate reports on Credit Card and Debit Card Payments completed the previous day using the Secure Payment Gateway. These reports will be available through a report extraction function within the Control Panel.
<b>5.3.3.3</b> The Merchant undertakes to ensure the confidential nature of all information received when using the Secure Payment Gateway and, in particular, all information of a technical nature that may have been provided to it by the Federation, including the websites provided to it during training, and not to disclose to any third party its merchant number, or the names and account numbers appearing on an Authorized Credit Card or on any report or form showing these names or numbers.	<b>4.3.3.3</b> The Merchant undertakes to ensure the confidential nature of all information received when using the Secure Payment Gateway and, in particular, all information of a technical nature that may have been provided to it by the Federation, including the websites provided to it during training, and not to disclose to any third party its merchant number, or the names and account numbers appearing on an Authorized Credit Card or Authorized Debit Card or on any report or form showing these names or numbers.
<b>5.3.3.4</b> The Merchant undertakes to use and not disclose the Access Code and Password assigned to it, and is solely responsible for all Credit Card Payments carried out using such Access Code and Password, as well as those carried out using an Access Code and Password assigned to a user, on its Control Panel or Virtual Terminal, particularly in cases of erroneous, false or fraudulent entries made by it or its employees or agents, or due to its negligence.	<b>4.3.3.4</b> The Merchant undertakes to use and not disclose the Access Code and Password assigned to it, and is solely responsible for all Credit Card and Debit Card Payments carried out using such Access Code and Password, as well as those carried out using an Access Code and Password assigned to a user, on its Control Panel or Virtual Terminal, particularly in cases of erroneous, false or fraudulent entries made by it or its employees or agents, or due to its negligence.
<b>5.3.3.5</b> The Merchant is responsible for the authenticity of information transmissions received, and must take appropriate action to ensure that the total amounts of Credit Card Payments displayed to its customers by its online store are transmitted accurately to the Secure Payment Gateway.	<b>4.3.3.5</b> The Merchant is responsible for the authenticity of information transmissions received, and must take appropriate action to ensure that the total amounts of Credit Card and Debit Card Payments displayed to its customers by its online store are transmitted accurately to the Secure Payment Gateway.
<b>5.3.3.8</b> The Merchant acknowledges that the Federation may have access, either directly or through its authorized representatives or external auditors, to the Merchant’s electronic files to verify the Credit Card Payments that it has	<b>4.3.3.8</b> The Merchant acknowledges that the Federation may have access, either directly or through its authorized representatives or external auditors, to the Merchant’s electronic files to verify the Credit Card Payments and Debit Card Payments that it has carried

carried out. This verification may be conducted remotely or at any place where the Merchant carries out Credit Card Payments from its Control Panel or its Virtual Terminal.	out. This verification may be conducted remotely or at any place where the Merchant carries out Credit Card and Debit Card Payments from its Control Panel or its Virtual Terminal.
<b>5.3.3.12</b> If the Credit Card or Private Label Credit Card Payment data are captured by the Merchant, the Merchant undertakes to comply with the security rules established and communicated by the Federation through the Guides and Instructions regarding the use of the Security Key, and with PCI DSS.	<b>4.3.3.12</b> If the Credit Card, or Debit Card data are captured by the Merchant, the Merchant undertakes to comply with the security rules established and communicated by the Federation, including but not limited to PCI DSS.
<b>5.5.1.1</b> The Mobile Payment Solution will enable the Merchant to use the Mobile Keypad to carry out Transactions with Visa Credit Cards, MasterCard Credit Cards and any other Credit Cards or Debit Cards that the Federation allows the Merchant to accept as part of the Mobile Payment Solution.	<b>4.5.1.1</b> The Mobile Payment Solution will enable the Merchant to carry out Transactions, with or without the use of the Mobile Keypad, involving Visa Credit Cards, Mastercard Credit Cards and any other Credit Cards or Debit Cards that the Federation allows the Merchant to accept as part of the Mobile Payment Solution.
<b>5.5.1.3</b> The Federation will provide the Merchant with an Access Code and a Password that it can use to make credit Transactions on its Control Panel allowed by the Federation, including Transactions which may be indicated in the Guides and Instructions.	<b>4.5.1.3</b> The Federation will provide the Merchant with an Access Code and Password, allowing it to use the Control Panel to carry out operations permitted by the Federation, including those operations identified in the Guides and Instructions.
<b>5.5.1.4</b> The Federation will provide the Merchant with the software, instructions and specifications allowing it to connect its smartphone or other device, the Mobile Application and the Mobile Keypad.	<b>4.5.1.4</b> The Federation will provide the Merchant with the software, instructions and specifications allowing it to connect its smartphone or other device, the Mobile Application and the Mobile Keypad, as the case may be.
<b>6.3.1</b> D) take all necessary measures, including precautions as to the location of the PIN selector keypad, to ensure the confidentiality of the Cardholder's PIN while such PIN is being entered during a Debit Card Transaction;	<b>5.3.1</b> D) take all necessary measures, including precautions as to the location of the PIN selector keypad, to ensure the confidentiality of the Cardholder's PIN while such PIN is being entered during a Debit Card Transaction, as the case may be;
<b>6.4.6</b> The undertakings set forth in Sections 6.4.1 to 6.4.5 shall survive despite the termination of this Agreement regardless of the reason.	<b>5.4.6</b> The Merchant obligations set forth in Paragraphs 5.4.1 to 5.4.5 will remain in effect upon termination of this Agreement, regardless of the reason for this termination.
<b>6.5.3</b> The Merchant acknowledges that only Transactions stemming from a telephone, mail or internet order are permitted under this service.	<b>5.5.3</b> The Merchant acknowledges that only Transactions stemming from a telephone, mail or online order are permitted under this service.
<b>7. DESJARDINS GIFT CARD PROGRAM</b>	<b>6. DESJARDINS GIFT CARD PROGRAM</b>
<i>This article has been completely revised to reflect our new gift card program. The terms and conditions of the old programs continue to apply for merchants still being on the old Custom Gift Card program or turnkey.</i>	
<b>7.1 SCOPE OF THE DESJARDINS GIFT CARD PROGRAM'S PROVISIONS</b> The following provisions pertain to the Desjardins Gift Card Program, and their goal is to specify the terms and conditions for marketing the gift cards for each of the Desjardins Gift Card Programs.	<b>6.1 SCOPE OF THE DESJARDINS GIFT CARD PROGRAM'S PROVISIONS</b> The following provisions pertain to the Desjardins Gift Card Program, and their goal is to specify the terms and conditions for marketing the gift cards for each of the Desjardins Gift Card Programs.
<b>7.2 CUSTOM GIFT CARD PROGRAM</b>	<b>6.2 GIFT CARD PROGRAM</b>
<b>7.2.1 Federation's Obligations</b> The Federation undertakes to:	<b>6.2.1 FEDERATION OBLIGATIONS</b> The Federation undertakes to:
<b>7.2.1.1</b> offer to the Merchant the use of its magnetic stripe gift card solution which consists of purchaser activities (transaction processing), issuer activities (program and card management), financial management activities (management of deposits, reserves and transfers between Merchants) and the integration of other payment modes (card reading, reports, deposits, tracing) ;	<b>6.2.1.1</b> offer to the Merchant the use of its magnetic stripe gift card solution which consists of purchaser activities (transaction processing), issuer activities (program and card management), financial management activities (management of deposits, reserves and transfers between Merchants) and the integration of other payment modes (card reading, reports, deposits, tracing);
<b>7.2.1.2</b> provide the Merchant with the support and advice needed to establish the parameters of the Custom Gift Card Program;	<b>6.2.1.2</b> provide the Merchant with the support and advice needed to establish the parameters of any of its Gift Card Programs.
<b>7.2.1.3</b> provide the Merchant with telephone support through its Business Customer Service;	<b>6.2.1.3</b> provide the Merchant with support, whether directly or through its supplier;
<b>7.2.1.4</b> offer gift card holders an automated telephone service from which they may obtain their gift card balance and expiry date (where applicable);	<b>6.2.1.4</b> offer gift cardholders a service through which they can obtain specific information about the use of the chosen Gift Card Program, including but not limited to their gift card balance, as well as the expiry date (if applicable), in compliance with the terms and conditions of the chosen Gift Card Program.
<b>7.2.1.5</b> personalize the gift cards (encoding of the magnetic stripe and indication of the 16 digit code on the back of the cards) after receiving an order to that effect;	<b>6.2.2 MERCHANT OBLIGATIONS</b>
<b>7.2.1.6</b> keep the inactive gift cards in stock (in a vault) and remain responsible for them until they are picked up.	The Merchant undertakes to:
	<b>6.2.2.1</b> assume full responsibility for marketing the Gift Card Program among all of its Participating Merchants as well as for the in-store deployment schedule;

<p><b>7.2.2 Merchant's Obligations</b> The Merchant undertakes to:</p> <p><b>7.2.2.1</b> develop and determine all of the parameters and specifications of the Custom Gift Card Program using the forms provided to that end;</p> <p><b>7.2.2.2</b> assume full responsibility for marketing the Custom Gift Card Program among all of its Participating Merchants as well as for the in-store deployment schedule;</p> <p><b>7.2.2.3</b> be responsible for and maintain control over the access granted to its participating Merchants, provide the Federation with a list of all Merchants that will participate in the program, keep that list updated and inform the Federation of any changes;</p> <p><b>7.2.2.4</b> inform all of its Participating Merchants of the terms and conditions of the Custom Gift Card Program as well as the features to which they will have access once the program is set up;</p> <p><b>7.2.2.5</b> be responsible for creating visuals for the gift cards and card holders, where applicable (graphics and development); 7.2.2.6 comply with the technical specifications provided by the Federation relating to the design and printing of the gift cards;</p> <p><b>7.2.2.7</b> bear all costs associated with printing and distributing the cards and card holders. The cost of having the cards manufactured by a supplier designated and accredited by the Federation will vary depending on the graphics specifications and the volume of cards to be manufactured;</p> <p><b>7.2.2.8</b> bear the cost of adapting its point-of-sale software (where applicable);</p> <p><b>7.2.2.9</b> acknowledge that the Federation is in no way liable for any problem associated with the printing of the gift cards, despite the fact that the supplier retained to print the cards was designated and accredited by the Federation;</p> <p><b>7.2.2.10</b> acknowledge that it shall take delivery of the cards at the place indicated by the Federation and assume the shipping costs;</p> <p><b>7.2.2.11</b> acknowledge that the Federation is not liable for any damages resulting from the loss, theft or alteration of the cards or any fraud committed with them after the cards have been picked up at the place indicated by the Federation pursuant to Section 7.3.10;</p> <p><b>7.2.2.12</b> honour all purchases made with a gift card in its store or in its network of participating stores;</p> <p><b>7.2.2.13</b> take up the defence of the Federation and indemnify it against any claim it may be required to pay should a suit be launched by the holder of a gift card issued under this Agreement relating to the use of such card and, without limiting the generality of the foregoing, any claim for reimbursement of a lost or stolen gift card.</p> <p><b>7.2.3 Financial management of Custom Gift Card Program and compensation</b></p> <p><b>7.2.3.1</b> The Federation undertakes to manage the cash flow associated with the use of gift cards on behalf of the Merchant.</p> <p><b>7.2.3.2</b> The Merchant undertakes to provide a number for the banking account from which all fees associated with the Custom Gift Card Program will be debited (handling and activation fees for single and batch orders).</p> <p><b>7.2.3.3</b> If the Merchant uses a reserve account to receive automatic compensations, it undertakes to provide the number of the banking account that will be used to keep the amounts activated on the gift cards and to honour the value</p>	<p><b>6.2.2.2</b> be responsible for and maintain control over the access granted to its Participating Merchants, provide the Federation with a list of all Merchants that will participate in the program, keep that list updated and inform the Federation of any changes;</p> <p><b>6.2.2.3</b> inform all of its Participating Merchants of the terms and conditions of the applicable Gift Card Program as well as the features to which they will have access once the program is set up;</p> <p><b>6.2.2.4</b> be responsible for creating or choosing the visuals for the gift cards and creating card holders, where applicable (graphics and development);</p> <p><b>6.2.2.5</b> bear all costs associated with the Gift Card Program, including but without limiting the generality of the foregoing, all costs associated with printing and distributing the gift cards and card holders. The cost of having the cards manufactured by a supplier designated and accredited by the Federation will vary depending on the graphics specifications and the volume of cards to be manufactured;</p> <p><b>6.2.2.6</b> bear the cost of adapting its point of sale software (where applicable);</p> <p><b>6.2.2.7</b> acknowledge that the Federation is in no way liable for any problem associated with the printing of the gift cards, despite the fact that the supplier retained to print the cards was designated and accredited by the Federation;</p> <p><b>6.2.2.8</b> acknowledge that it shall take delivery of the cards at the place indicated by the Federation or the supplier and assume the shipping costs;</p> <p><b>6.2.2.9</b> acknowledge that the Federation is not liable for any damages resulting from the loss, theft or alteration of the cards or any fraud committed with them after the cards have been picked up at the place indicated by the Federation or supplier pursuant to Subparagraph 6.2.2.8;</p> <p><b>6.2.2.10</b> honour all purchases made with a gift card in its store or in its network of participating stores, even after the Gift Card Program has ended.</p> <p><b>6.2.2.11</b> take up the defence of the Federation and indemnify it against any claim it may be required to pay should a suit be launched by the holder of a gift card issued under this Agreement relating to the use of such card and, without limiting the generality of the foregoing, any claim for reimbursement of a lost or stolen gift card.</p> <p><b>6.2.3 Financial management of the Custom Gift Card Program and Custom Plan and compensation</b></p> <p>A) The Federation undertakes to manage the cash flow associated with the use of gift cards on behalf of the Merchant.</p> <p>B) The Merchant undertakes to provide a number for the banking account from which all fees associated with the Custom Gift Card Program and Custom Plan will be debited (handling and activation fees for single and batch orders).</p> <p>C) If the Merchant uses a reserve account to receive automatic compensations, it undertakes to provide the number of the banking account that will be used to keep the amounts activated on the gift cards in the Custom Gift Card Program or Custom Plan and to honour the value of the purchase transactions registered during the day using a gift card at one of the Participating Merchants.</p> <p>D) The Merchant agrees that should it fail to keep sufficient amounts in any of the above accounts to pay the fees or transactions for which those accounts are intended, the Federation reserves the right to suspend, within 24 hours, all features associated with the activation and use of gift cards in the Custom Gift Card Program or Custom Plan throughout the network of Participating Merchants until the account in question is recapitalized.</p>
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<p>of the purchase transactions registered during the day using a gift card at one of the participating Merchants.</p> <p><b>7.2.3.4</b> The Merchant agrees that should it fail to keep sufficient amounts in any of the above accounts to pay the fees or transactions for which those accounts are intended, the Federation reserves the right to suspend, within 24 hours, all features associated with the activation and use of gift cards throughout the network of participating Merchants until the account in question is recapitalized.</p> <p><b>7.2.3.5</b> The Merchant acknowledges that the Federation shall not be responsible for guaranteeing that there are sufficient funds to compensate for gift card transactions. If a debit order is rejected, the Federation shall be fully entitled to reject a corresponding amount of credit orders.</p> <p><b>7.2.3.6</b> If the Merchant uses a reserve account to receive automatic compensations, the Federation undertakes to inform the participating Merchants that it will be debiting from their banking accounts the amounts activated on the cards and depositing those amounts into the Merchant's reserve account provided to that end and that, conversely, the Federation will be crediting to their banking accounts the amounts purchased using the gift cards, out of the same reserve account.</p> <p><b>7.2.3.7</b> If the Merchant wishes to charge so-called corporate fees to its participating Merchants for purchase transactions made using gift cards, the Merchant undertakes to give the participating Merchants prior notice that the Federation will be debiting their banking accounts in order to deposit the said fees in the previously-identified bank account of the Merchant.</p> <p><b>7.2.3.8</b> The Merchant agrees that, should it fail to keep sufficient amounts in the banking accounts of its Participating Merchants to pay the gift card transactions, the Federation reserves the right to suspend, within 24 hours, all features associated with the activation and use of gift cards for the Participating Merchants in default, until the abovementioned account is recapitalized. Should the account not be recapitalized within the allotted timeframe, the Merchant hereby authorizes the Federation to debit the necessary funds from its banking account and transfer them to the reserve account for the Custom Gift Card Program.</p> <p><b>7.2.4 End of Custom Gift Card Program</b></p> <p><b>7.2.4.1</b> Upon expiry of the Custom Gift Card Program, the Federation undertakes to send an electronic file containing a list of the outstanding active gift cards at the Merchant's request. The list will contain the card numbers, associated balances and expiry dates, where applicable; the Federation reserves the right to determine the type (format) of file to be sent upon termination.</p> <p><b>7.2.4.2</b> The Merchant shall be responsible for establishing the procedures that need to be followed when honouring active gift card balances, in keeping with the business rules agreed upon with the gift card holders.</p> <p><b>7.2.4.3</b> Non-personalized gift cards kept in the Federation's vault shall be destroyed. Personalized gift cards that have not been activated and are in the possession of the Merchant shall be returned to the Federation to be destroyed within thirty (30) days following the expiry of the Custom Gift Card Program.</p> <p><b>7.2.4.4</b> Notwithstanding Section 20.2.2, if the Merchant decides to terminate the Custom Gift Card Program during the term of the Agreement stipulated in Section 20.1.1 even though the Federation is not in default under Section 7.2, administrative fees of \$2,500 shall be charged to the Merchant for the production of the said electronic file, the closing of all access to the Custom Gift Card Program and the destruction of the cards.</p> <p><b>7.2.4.5</b> If the Federation decides to terminate the Custom Gift Card Program during the initial term of the Agreement stipulated in Section 20.1.1, no administrative fee shall be</p>	<p>E) The Merchant acknowledges that the Federation shall not be responsible for guaranteeing that there are sufficient funds to compensate for gift card transactions for the Custom Gift Card Program or Custom Plan. If a debit order is rejected, the Federation shall be fully entitled to reject a corresponding amount of credit orders.</p> <p>F) If the Merchant uses a reserve account to receive automatic compensations, the Federation undertakes to inform the Participating Merchants that it will be debiting from their banking accounts the amounts activated on the cards and depositing those amounts into the Merchant's reserve account provided to that end and that, conversely, the Federation will be crediting to their banking accounts the amounts purchased using the gift cards under the Custom Gift Card Program or Custom Plan, out of the same reserve account.</p> <p>G) If the Merchant wishes to charge so-called corporate fees to its Participating Merchants for purchase transactions made using gift cards belonging to the Custom Gift Card Program, the Merchant undertakes to give the Participating Merchants advance notice that the Federation will be debiting their banking accounts in order to deposit the said fees in the previously-identified bank account of the Merchant.</p> <p>H) The Merchant agrees that, in the case there are not sufficient amounts in the banking accounts of its Participating Merchants to pay the gift card transactions of the Custom Gift Card Program or Custom Plan, the Federation reserves the right to suspend, within 24 hours, all features associated with the activation and use of gift cards for the Participating Merchants in default, until the abovementioned account is recapitalized. Should the account not be recapitalized within the allotted timeframe, the Merchant hereby authorizes the Federation to debit the necessary funds from its banking account and transfer them to the reserve account for the Custom Gift Card Program or Custom Plan.</p> <p><b>6.2.4 End of Custom Gift Card Program</b></p> <p><b>6.2.4.1</b> Upon expiry of a Gift Card Program, the Federation undertakes to send an electronic file containing a list of the outstanding active gift cards in circulation at the Merchant's request. The list will contain the card numbers, associated balances and expiry dates, where applicable; the Federation reserves the right to determine the type (format) of file to be sent upon termination.</p> <p><b>6.2.4.2</b> The Merchant shall be responsible for establishing the procedures that need to be followed when honouring active gift card balances, based on the business rules agreed upon with the gift card holders.</p> <p><b>6.2.4.3</b> Notwithstanding Paragraph 19.2.2, but subject to all other applicable provisions established in Subsection 6.3, the Merchant can terminate a Gift Card Program during the Agreement period indicated in Paragraph 19.1.1., without the termination fee of three hundred dollars (\$300) per Place of Business, per merchant number.</p> <p><b>6.3 SPECIFIC PROVISIONS APPLICABLE TO VARIOUS GIFT CARD PROGRAMS</b></p> <p><b>6.3.1 Custom Gift Card Program</b></p> <p>The Custom Gift Card Program is now only offered to certain Participating Merchants, at the discretion of the Federation.</p> <p>6.3.1.1 The Federation undertakes to:</p> <p>A) personalize the gift cards (encoding of the magnetic stripe and indication of the 16-digit code on the back of the cards) after receiving an order to that effect;</p> <p>B) keep the inactive gift cards in stock (in a vault) and remain responsible for them until they are picked up. 6.3.1.2 The Merchant undertakes to:</p> <p>A) develop and determine all of the parameters and specifications of the Gift Card Program using the forms provided to that end;</p> <p>B) comply with the technical specifications provided by the Federation relating to the design and printing of the gift cards.</p> <p><b>6.3.2 Turnkey Gift Card Program</b></p>
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<p>charged to the Merchant for the production of the said electronic file, closing of all access to the Custom Gift Card Program or the destruction of the cards.</p> <p><b>7.3 TURNKEY GIFT CARD PROGRAM</b></p> <p><b>7.3.1 Federation's Obligations</b></p> <p>The Federation shall:</p> <p><b>7.3.1.1</b> offer the Merchant the use of a gift card solution which includes purchaser activities (transaction processing), issuer activities (program and card management), and integration with other payment methods;</p> <p><b>7.3.1.2</b> print cards and overprint the requested information, and personalize the gift cards (encoding of magnetic stripe);</p> <p><b>7.3.1.3</b> notify the Merchant of any possible change to the point of sale terminal or connectivity (internet access) before preparing the order, where additional fees will be charged to the Merchant; however, where the Merchant will not be charged any additional fees, the Federation will not give the Merchant such notice.</p> <p><b>7.3.2 Merchant's Obligations</b></p> <p>The Merchant shall:</p> <p><b>7.3.2.1</b> be completely responsible for marketing the Turnkey Gift Card Program for its business, pay the costs relating to the purchase of the gift cards, pay the cost of point of sale terminal or connectivity (internet access) changes and pay all other costs related to setting up and using the Turnkey Gift Card Program;</p> <p><b>7.3.2.2</b> acknowledge that it must keep inactive gift cards at its business and be responsible for them;</p> <p><b>7.3.2.3</b> acknowledge that the Federation will not be liable for any damage which may result from the loss, theft or alteration of the gift cards or any fraud committed using the said gift cards after it receives them at its place of business;</p> <p><b>7.3.2.4</b> honour all purchases made using gift cards;</p> <p><b>7.3.2.5</b> indemnify the Federation and hold it harmless with respect to any amount it may be required to pay in the event it is sued by the holder of a gift card issued under this Agreement relating to the use of such card including, without limiting the generality of the foregoing, a claim for reimbursement of a lost or stolen card.</p> <p><b>7.3.3 End of Turnkey Gift Card Program</b></p> <p><b>7.3.3.1</b> At the end of the Turnkey Gift Card Program, the Merchant will be responsible for setting up the necessary procedures to acknowledge the balances on active gift cards, based on the business rules agreed upon with gift card holders.</p> <p><b>7.3.3.2</b> Inactive gift cards which are in the Merchant's possession shall be destroyed within ten (10) days of the expiry of the Turnkey Gift Card Program.</p>	<p><b>6.3.2.1</b> The Federation agrees to support the Merchant's use of a gift card solution, which includes acquirer activities (transaction processing), issuer activities (program and card management) and integration with other payment methods, obtained by the Merchant under the Turnkey Gift Card Program before August 2018.</p> <p><b>6.3.2.2</b> The Merchant:</p> <p>A) acknowledges that it must keep inactive gift cards at its business and be responsible for them;</p> <p>B) acknowledges that the Federation will not be liable for any damage which may result from the loss, theft or alteration of the gift cards or any fraud committed using the said gift cards after it receives them at its Place of Business;</p> <p>C) agrees to honour all purchases made using gift cards;</p> <p>D) agrees to hold harmless and take up the defence of the Federation, and indemnify it against any claim it may be required to pay should a suit be launched by the holder of a gift card issued under this Agreement relating to the use of such card and, without limiting the generality of the foregoing, any claim for reimbursement of a lost or stolen gift card.</p> <p><b>6.3.3 End of Turnkey Gift Card Program</b></p> <p><b>6.3.3.1</b> At the end of the Turnkey Gift Card Program, the Merchant will be responsible for setting up the necessary procedures to acknowledge the balances on active gift cards, based on the business rules agreed upon with gift card holders.</p> <p><b>6.3.3.2</b> Inactive gift cards which are in the Merchant's possession shall be destroyed within ten (10) days of the expiry of the Turnkey Gift Card Program.</p> <p><b>6.3.4 Gift Card Program - Value and Custom Plans</b></p> <p>A) The Merchant agrees to pay the Federation the monthly fees indicated in the Fee Schedule in order to access the Gift Card Program - Value and Custom plans. These will be billed by the Federation in the Merchant's monthly statement. The costs for ordering cards will be payable by the Merchant when it orders cards through the gift card store.</p> <p>B) At any time, the Merchant can transfer from the Value plan to the Custom plan, and vice versa, by sending written notice to the Federation. To compensate the investments made by the Federation when setting up the Custom Plan for the Merchant, if the Merchant wishes to switch to the Value plan, the Federation can charge the Merchant administrative fees of \$2,500 within the Merchant's monthly statement.</p> <p>C) The features offered under the Gift Card Program - Custom and Value plans may be different, and will be explained to the Merchant in the Guides and Instructions.</p>
<p><b>10.1</b> to pay the Federation, for each Place of Business designated in the Fee Schedule or on any subsequent application, the applicable fees related to the Desjardins Payment Services;</p>	<p><b>9.1</b> to pay the Federation, for each Place of Business and for each merchant number, the applicable fees related to the Desjardins Payment Services;</p>
<p><b>10.2</b> to pay the file setup fees charged upon the issuance of its first statement of account;</p>	<p><b>9.2</b> to pay for each Place of Business and each merchant number the account opening fees charged upon the issuance of its first account statement;</p>
<p><b>12.2.1</b></p> <p>B) hold the Federation harmless against any suit, third party claim or damages of any nature whatsoever a) by a Cardholder in respect of a Credit Card Transaction or Private Label Credit Card Transaction evidenced by an Invoice, b) by any person from whom the Merchant has reclaimed or attempted to reclaim a Credit Card or Private Label Credit Card after the Merchant was requested to do so, and c) by any person owing to an act or omission by</p>	<p><b>11.2.1</b></p> <p>B) hold the Federation harmless against any suit, third party claim or damages of any nature whatsoever a) by a Cardholder in respect of a Credit Card or a Debit card Transaction evidenced by an Invoice, b) by any person from whom the Merchant has reclaimed or attempted to reclaim a Credit Card after the Merchant was requested to do so, and c) by any person owing to an act or omission by the Merchant or the unauthorized use of the Visa Merchant Service or Mastercard Merchant Service, and to</p>

the Merchant or the unauthorized use of the Visa Merchant Service or Mastercard Merchant Service, and to reimburse the Federation for the damages sustained, as well as for the legal fees and extrajudicial costs that it has incurred in this respect;	reimburse the Federation for the damages sustained, as well as for the legal fees and extrajudicial costs that it has incurred in this respect;
<b>13.2.2</b> comply with the following specific requirements set out in the PCI DSS: D) implement and maintain strong access control measures, and in particular: (i) restrict access to data to persons with a need to know same; and (ii) assign a unique user code to each person with computer access; and (iii) restrict physical access to Cardholder data.	<b>12.2.2</b> comply with the following specific requirements set out in the PCI DSS: D) implement and maintain strong access control measures, and in particular: i) restrict access to data to persons who need to know such data; and ii) assign a unique user code to each person with computer access; and iii) restrict physical access to Cardholder data.
<b>20.1.1</b> This Agreement takes effect on the date on which the Merchant first uses or allows the use of one of the Desjardins Payment Services requested on its Desjardins Payment Services application. It has an initial term of three (3) years and shall thereafter be automatically renewed for successive terms of six (6) months, subject to the provisions governing termination.	<b>19.1.1</b> This Agreement takes effect on the date on which the Merchant first uses or allows the use of one of the Desjardins Payment Services requested on its Application Form. It has an initial term of three (3) years and shall thereafter be automatically renewed for successive terms of six (6) months, subject to the provisions governing termination.
<b>20.1.2</b> Upon expiry of the initial term of this Agreement or of any subsequent renewal, the Merchant may, without payment of any termination cost described in Section 20.2.2, terminate this Agreement with respect to one or more Desjardins Payment Services, subject to Sections 3.1 and 6.1.2, by sending the Federation notice to this effect before the end of the initial term or subsequent renewal.	<b>19.1.2</b> Upon expiry of the initial term of this Agreement or of any subsequent renewal, the Merchant may, without payment of the termination fee described in Paragraph 19.2.2, terminate this Agreement with respect to one or more Desjardins Payment Services, subject to Subsection 3.1 and Paragraph 5.1.1, by sending the Federation notice to this effect before the end of the initial term or subsequent renewal.
<b>20.2 TERMINATION WITHOUT BREACH</b> Notwithstanding Section 20.1:  <b>20.2.1</b> the Federation may terminate this Agreement in respect of one or more Desjardins Payment Services at any time upon giving sixty (60) days' prior written notice to the Merchant; and  <b>20.2.2</b> the Merchant may terminate this Agreement at any time with respect to one or more Desjardins Payment Services upon payment to the Federation of a termination fee equal to three hundred dollars (\$300). This fee is payable on the date of termination;	<b>19.2 TERMINATION WITHOUT BREACH</b> Notwithstanding Subsection 19.1:  <b>19.2.1</b> the Federation may terminate this Agreement in respect of one or more Desjardins Payment Services at any time upon giving sixty (60) days' prior written notice to the Merchant, notwithstanding what is provided in Section 2126 of the Civil Code of Québec. In this case, the Federation is only required to repay any advances it has received in excess of what it has earned.  <b>19.2.2</b> the Merchant may terminate this Agreement at any time with respect to one or more Desjardins Payment Services upon payment to the Federation of a termination fee equal to three hundred dollars (\$300) per Place of Business and per Merchant number associated with the Desjardins Payment Service being terminated. These fees are payable on the date that this Agreement is terminated or on the date each Desjardins Payment Service is terminated.
<b>20.7.1</b> the obligations of the Parties with respect to any Transaction completed before the date of termination of this Agreement shall remain in force after such termination regardless of the reason for such termination;	<b>19.7.1</b> the obligations of the Parties with respect to any Transaction completed before the date of termination of this Agreement shall remain in force after such termination regardless of the reason for such termination. More specifically the Merchant's obligations will include paying the Federation any amounts due for services rendered before the effective termination date.
<b>21.1</b>  i) any amendment regarding the amounts that may be invoiced to the Merchant with regard to Desjardins Financing Services, which shall take effect on the date determined in the written notice provided to the Merchant.	<b>This section has been removed</b>

If you don't agree with these changes, please let us know by June 30, 2019. You can contact us at 514-397-4450 or 1 888 285-0015. We'll close your account with no penalty, termination or other fees.